

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS  
SPECIFICATION NO. 06-129**

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

**LEASING OFFICE SPACE  
FOR  
DEPARTMENT OF URBAN DEVELOPMENT,  
ONE STOP EMPLOYMENT SOLUTIONS**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, **April 12, 2006** in the office of the Purchasing Agent, 440 South 8<sup>th</sup> Street, Suite 200, Lincoln, Nebraska 68508. Proposals will be publicly opened, reading only the names of the firm and location of the building(s), in the Purchasing Bid/Conference room.

Proposals may be downloaded from the City's website at [www.lincoln.ne.gov](http://www.lincoln.ne.gov) Keyword: Bid. Prospective submitters must monitor the bid listing for any addendums.

Submitters should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Department, prior to the time and date specified above.

# **REQUEST FOR PROPOSAL FOR LEASING SPACE**

## **1. GENERAL INFORMATION**

- 1.1 The City is requesting sealed proposals for the purpose of leasing, Office Space for the Department of Urban Development, One Stop Employment Solutions.
  - 1.1.1 The office is currently located in the Gold's Building, 1010 "N" Street, Lincoln, Nebraska.
- 1.2 It is anticipated that approximately 12,000 square feet of net office space, with an space requirements as listed in Attachment "A". These may vary depending on the arrangement of offices, conference rooms, and other areas as specified herein.
- 1.3 The City may engage an Architect as its Project Manager.
  - 1.3.1 This Architect would assist in the development of the design and space requirements of the Departments and will provide on-site construction observation on behalf of the City.
  - 1.3.2 The construction observation is included to observe that the construction is being accomplished in accordance with the contract documents.
- 1.4 Proposals shall be valid for a period of 75 days from the opening date.
- 1.5 Questions regarding this space request should be submitted, in writing, on or before April 6, 2006, to the Purchasing Agent, 440 South Street, Lincoln, Nebraska 68508.
- 1.6 A written addendum will follow of the written questions and posted on the website.
- 1.7 Be sure to carefully read the entire Request for Proposal and complete and submit all documents required by the Request for Proposal and supporting proposal documents.

## **2. ITEMS TO BE INCLUDED IN PROPOSAL AND LEASE**

- 2.1 The location of the space, which could be in one existing building or a newly constructed building may be used to meet the square footage requirements.
- 2.2 The required parking arrangements as specified herein.
- 2.3 An allowance equal to an average of \$25.00 per square foot for the finishing of tenant spaces.
  - 2.3.1 See Specifications.
- 2.4 The demolition of all proposed space as required by the new space requirements.
- 2.5 The asbestos removal and lead-based paint removal as required to render the space free of asbestos and lead-based paint.
  - 2.5.1 The space will be ready for the construction to occur.
- 2.6 A statement of when the proposed space will be available for occupation must accompany the proposal.
- 2.7 Any amenities included which are not specifically requested and/or identified in the request for proposals.
- 2.8 The following forms must be included with the bid:
  - 2.8.1 Disclosure statement (Form No. 1)
  - 2.8.2 Personal property tax statement (Form No. 2)
- 2.9 Each area being proposed must have restrooms and break areas within close proximity of the offices.

## **3. SUBMISSION PROCEDURE**

- 3.1 Proposer shall submit eight (8) complete sets of the proposal documents and all supporting material.
  - 3.1.1 All appropriate blanks shall be completed.
  - 3.1.2 Any interlineation, alteration or erasure on the proposal documents shall be initialed by the signer of the proposal.
  - 3.1.3 Proposer shall not change the proposal forms or make additional stipulations on the proposal documents except as requested or permitted.
    - 3.1.3.1 Proposers may submit more than one proposal meeting all the needs. If submitting more than one proposal you may copy the proposal page to submit them.
  - 3.1.4 Any amplified or qualifying information shall be on the proposer's letterhead indicating the exact section and line number and firmly attached to the proposal documents.
- 3.2 Proposal prices shall be submitted on the Proposal Form included in the proposal document and in a sealed envelope with the proposal number and description and vendor name clearly marked on the outside of the envelope.
- 3.3 Each proposal must be legibly printed in ink or by typewriter, including the full name, business address, and telephone number of the proposer; and be signed in ink by the proposer.

- 3.4 A proposal by a firm or organization other than a corporation must include the name and address of each member.
- 3.5 A proposal by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 3.6 Any person signing a proposal for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 3.7 Proposals received after the time and date established for receiving proposals will be rejected.

4. **ALTERNATES**

- 4.1 It is the proposer's responsibility to identify any alternate items offered in the proposal.
- 4.2 Proposals for alternate items shall be stated in the appropriate blank on the proposal form, or if the proposal form does not contain blanks for alternates, proposer MUST attach to the proposal documents on company letterhead a statement identifying the scope and price of each proposed alternate, plus a complete description of the alternate items and any information necessary for an evaluation.
  - 4.2.1 The proposer must indicate any variances from the proposal document ***no matter how slight.***
  - 4.2.2 Proposer must fully explain the variances from the proposal document by section and line number.
- 4.3 If variations are not stated in the proposal, it will be assumed that the item being proposed fully complies with the City's proposal documents.

5. **PROPOSAL EVALUATION AND AWARD**

- 5.1 The signed proposal shall be considered an offer on the part of the proposer.
  - 5.1.1 Offer shall be deemed accepted upon issuance by the City of contract award notifications or other appropriate contract documents after approved by City Council.
- 5.2 No proposal shall be modified or withdrawn for a period of seventy-five (75) calendar days after the time and date established for receiving proposals and each proposer so agrees in submitting the proposal.
- 5.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 5.4 The contract will be awarded to the responsive, responsible proposer whose proposal will be most advantageous to the City deem will best serve its requirements.
- 5.5 The City reserves the right to accept or reject any or all proposals or parts of proposals; to request re-submission of proposals; to waive irregularities and technicalities in proposals; such as shall best serve the requirements and interests of the City.

## SPECIFICATIONS

### **CITY OF LINCOLN LEASING OFFICE SPACE FOR DEPARTMENT OF URBAN DEVELOPMENT, ONE STOP CAREER CENTER**

#### **1. SCOPE**

- 1.1 The Space Requirements are approximate requirements and may be adjusted depending on specific existing conditions, building renovation, or new construction requirements or arrangement and efficiencies of the proposed space.

#### **2. ADDITIONAL REQUIREMENTS**

- 2.1 The One Stop has six program partners that sublease space from the One Stop. The lease should provide for this purpose. It is preferred that all space for a single program be located on one floor;
- 2.1.1 Programs can not be split between floors.
- 2.1.2 All spaces are to be accessible and meet ADAAG requirements.
- 2.2 Restrooms of a quantity to satisfy code requirements and the City shall be provided.
- 2.2.1 Sets of restrooms designed to be fully accessible for clients, visitors and employees shall be conveniently located.
- 2.3 Restrooms, mechanical rooms, telephone/data cable rooms, elevator shafts, stairways, and all circulation space outside the demising walls are not included in the spaces indicated above and should **NOT** be included in the "net leasable space" proposed.

#### **3. AVAILABILITY**

- 3.1 It is desired that the proposed space be finished and available for occupancy no later than October 31, 2006.
- 3.2 The City shall work with the proposer to determine if portions of the total space may be made available for occupancy prior to October 31, 2006.
- 3.3 Following is a tentative schedule:
- 3.4 If offering a Build to Suit, said proposer shall indicate temporary relocations and all cost associated with it moving.

#### *Tentative Schedule*

- |                   |   |
|-------------------|---|
| April 12, 2006    | Receive Proposals, 12:00 noon Central Daylight Time |
| April 26, 2006    | Select Lessor/Developer; Begin Space Planning       |
| May, 2006         | Finalize Design and Planning                        |
| May, 2006         | Begin Construction                                  |
| November 1, 2006  | Space Available and Begin Move                      |
| December 31, 2006 | Complete Move In                                    |
- 3.5 Depending upon the cost of any and all options proposed the City reserves the right to negotiate, withdraw or cancel this RFP.

#### **4. LEASE PROVISIONS**

- 4.1 Term of lease is to be for a ten (10) year period with the option to renew for four five (5) year periods.
- 4.2 The City may consider a longer or shorter term lease if it is deemed to be in the best interest of the entities.

#### **5. LOCATION**

- 5.1 The proposed office space shall be within the City's downtown area (generally bordered by 6<sup>th</sup> to 18<sup>th</sup>, H to R Streets).

#### **6. PROPOSAL**

- 6.1 To be considered valid, your sealed proposal must contain all information necessary to fully describe the space being offered and the total cost involved.
- 6.2 At a minimum, each proposal must contain the following documents and/or information.
- 6.2.1 General Description

- 6.2.2 A description of space being proposed including the location, name and address of the building, amount of net square feet, approximate age of the building, etc.
  - 6.2.2.1 Floor plan diagrams depicting the proposed space (not as to be finished but as it exists) and its location in the building are also required.
  - 6.2.2.2 This floor plan must also indicate, if existing, the location of rest rooms and entrances for the disabled if different from the main areas and if they are planned to be used in conjunction with this proposal.
- 6.2.3 If more than one floor, there shall be a minimum of one (1) elevator access is required for all space above or below the main entrance level.
  - 6.2.3.1 The elevator shall meet all ADAAG requirements.
- 6.2.4 The One Stop shall be allowed to post a prominent sign at a location which calls attention to its entrance, and the lobby of the building shall contain a prominent sign identifying the agencies and programs housed in the building and what floors they are on.
- 6.2.5 The building must be open for the transaction of business at the hours designated by the City.
- 6.2.6 All spaces being proposed must meet all current code requirements, including but not limited to, fire/life safety codes and the Americans with Disabilities Act Accessibility Guidelines (ADAAG).
- 6.3 All remodeling and/or construction up to and including a cost of \$25.00 per square foot of the net space will be the responsibility of the Lessor.
- 6.4 The Lessor shall be responsible for the demolition of the proposed space and for the removal of asbestos and lead-based paint, which shall not be considered in the \$25.00 per square foot tenant allowance.
- 6.5 See attached Schedule A for a definitive description of construction and features included in the tenant allowance.
  - 6.5.1 Note that no "soft costs" are included in the tenant allowance.
  - 6.5.2 Design services and preparation of contract documents are the responsibility of the Lessor and not part of the tenant allowance.
- 6.6 The lease shall include the rental rate, square footage being leased, total annual lease payment, any renewal options and how they will be activated.
- 6.7 Any exceptions to the terms and conditions of the City's lease format shall be noted.
- 6.8 Any amenities will be reviewed as part of the evaluation process.

## **7. SERVICES**

- 7.1 All maintenance-related services to include, but not be limited to, electrical (including light tube/bulb replacement), mechanical (including other routine maintenance services), plumbing, structural, roof, snow removal, trash removal, window cleaning when needed, pest control, carpet cleaning, general repairs, custodial services, etc. are to be provided lessor as part of the lease.
  - 7.1.1 When figuring custodial service keep in mind the City/County does recycling of paper and figure it into the cost.
  - 7.1.2 Depending upon the cost, the City may desire to do these services therefore this cost must be shown separately.
- 7.2 It is preferred that utilities services with the exception of telephones, be provided by the Lessor as part of the lease.
  - 7.2.1 The City may desire to pay these separately thus they must be broken out.
- 7.3 The City may desire to provide it's own custodial services, therefore the submitter must separate the cost of providing said services.
- 7.4 If the proposal does not include these items, separate estimated cost information on these services shall be provided so the City can determine the total cost of occupying the space.

## **8. TAXES**

- 8.1 All taxes and special assessments will be paid by the lessor.

## **9. PARKING**

- 9.1 A statement of the availability of parking is required.
  - 9.1.1 Indicate the location of the parking in relation to the proposed office space.
  - 9.1.2 Lessor shall provide a minimum of \$1,000 a month or equivalent parking for Lessee's to be used for clientele, visitors and others.
  - 9.1.3 Parking may be in city-owned lots or private lots. Average visits to the One Stop were in excess of 100 per day in 2005. It is strongly recommended that the parking be within one block walking distance.

**10. SECURITY**

- 10.1 A description of the security arrangements for the building shall include provisions for prevention of unauthorized entry into the work area and an explanation of the method for controlling access to the building during non-work hours.
- 10.2 Tenant must have 24-hour access to the building for tenant-authorized business.
- 10.3 All entrances are to be equipped with dead bolt locks and keys provided.
  - 10.3.1 Enclosed offices and storage/supply areas are to have locks and keys provided.

**11. REFERENCES**

- 11.1 The names of at least three (3) tenants or other responsible parties who can attest to the performance of the proposer in a leasing agreement or other business arrangement must be submitted with the proposal.

**12. OWNERSHIP**

- 12.1 Documentation indicating proof of ownership or management authority for the space being proposed may be requested prior to award of the contract.

**13. PROPOSED SUBMITTALS**

- 13.1 The Request for Proposal for said space must be signed by the proposer and submitted with your proposal, along with a completed " Proposal," to be valid. (Forms are attached.)

**14. EVALUATION**

- 14.1 All proposals will be evaluated on how complete the information requested above is submitted and how the space being proposed meets the requirements specified.
- 14.2 Other factors that will be taken into consideration include, but are not limited to:
  - # location (proximity to other City-offices, major office buildings, and adequate parking),
  - # the location of required parking, and public parking
  - # the quality (image) of the building and space as relates to government functions,
  - # initial cost to the City and tenants, such as moving costs, address changes, furniture and fix up costs,
  - # the rental rates schedule,
  - # the ease of public access,
  - # the cost of providing new telephone services, data line connections to the City and State Fiber Optic Network and other amenities,
  - # financial capability of proposer,
  - # ability to meet the proposed schedule,
  - # the ability of the proposed space to support the business practices of the One Stop,
  - # the ability of the proposed space to accommodate the One Stop's existing furniture,
  - # visibility of location,
  - # access to public transportation,
  - # accessible parking for special needs and customers.
  - # entire space on ground floor.
- 14.3 The City reserves the right to make site visits and/or inspections prior to awarding this lease.
- 14.4 Proposals must include the name, address, and telephone number of the person(s) necessary to arrange such site visits.

**15. OTHER NEEDS:**

- 15.1 Areas for small kitchenette, having a sink and counters for microwave and coffee pots.

## SCHEDULE A

### Tentative Description of Lessor Improvements and Tenant Improvements to be Provided in the Base Bid

1. Lessor Improvements (furnished but not included in the allowance)
  - Elevators and common corridors
  - Ceramic tile walls, floor and base in toilet rooms
  - Central heating and air conditioning/packaged units and main feed duct work to and through demising walls
  - Lighting and ceilings in corridor common area
  - Building directories in appropriate locations
  - Complete sprinkler system as required by law
  - Perimeter and demising walls and windows with painted drywall/or plaster
  - Demising wall windows and entrances
  - Demolition of existing construction to be removed
  - Improvement to stairways and elevators and related lobbies
  - Utility connections to the premises
  - Electrical service(s), mains, panels, to and through demising walls
  - Perimeter wall electrical requirements
  - Gypcrete floor topping, if required
  - Existing ceiling repair
  - Structural modifications, as required for track filing.

2. Tenant Improvements (Allowance \$25.00/sf)

In addition to the above features provided by the Lessor, the following Tenant Improvements within the demised premise will be included for Tenant at Lessor's expense (up to the \$25.00/sf allowance):

- Partitions
- Doors (lockable)
- Electrical
- Telephone outlets
- Data Processing outlets
- Lighting, 60 foot candle in offices with cube refractors
- Light switches
- Wall finishes
- Floor covering materials
- Bookcases where needed
- Casework
- Windows treatment
- Interior central heating and air conditioning ductwork, feeds, drops, grilles, and thermostats
- Sound control
- Millwork
- Ceilings except for areas using the existing ceiling
- Other features as finally designed

**Lease Space Schedule  
Square Footage Requirements**

<b>Type of Space</b>	<b>Space Req'd. (sf)</b>
Private Office	190
Private Office	320
Private Interview Room	160
Waiting Area	800
Reception Area	540
Child's Room	150
Resource Area	2460
Router Room	20
File/Copy/Fax Center	340
Conference Room	1100
Conference Room	490
Staff Work Area	5180
Miscellaneous	250
Total	12,000



**CORPORATIONS**

All contractors shall disclose to the City, in writing to the best of their ability the following information:

1. Any knowledge it has of a Building Commission, City or County or employee, or the employee's immediate family, who hold(s) a position of responsibility in the corporation such as officer, director, or trustee, and who is likely to gain a pecuniary benefit from the commission's contract with the contractor;
2. Any knowledge of a business relationship that the corporation or an officer, director, or trustee of said corporation, has with a Building Commission, City or county employee which employee holds a position having decision-making responsibility for an office or department of the Building Commission, City or county governments i.e. a director or department head.

Immediate family is defined for the purposes of this policy as a spouse or child. A business relationship is defined for the purposes of this policy as any relationship existing between the parties by written contract or otherwise which provides or creates a situation wherein the parties are engaged in a profit-making activity.

\_\_\_\_\_  
Full Legal Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title of Above Signee

Check below that which applies. If "1" or "2" is checked, please submit a detailed explanation form.

1.\_\_\_\_ 2.\_\_\_\_ None\_\_\_\_

To the City:

The affiant, \_\_\_\_\_  
(name of person, organization, or company)

located at \_\_\_\_\_  
(address)

After being duly sworn, states the following: The affiant, at the time the bid for \_\_\_\_\_  
\_\_\_\_\_ was submitted (check one)

\_\_\_ Was not charged with any delinquent personal property taxes on the general tax list of Lancaster County, Nebraska

\_\_\_ Was charged with delinquent personal property taxes on the general tax list of Lancaster County, Nebraska, in the principle amount of \$\_\_\_\_\_ with the sum of \$\_\_\_\_\_ added due and unpaid penalties and interest.

Further the affiant sayeth naught,

Sworn to and subscribed by \_\_\_\_\_  
(name of person, organization, or company)

this \_\_\_ day of \_\_\_, 2006.

\_\_\_\_\_  
Signature of person or authorized representative of affiant

STATE OF NEBRASKA:  
LANCASTER COUNTY:

Before me, a Notary City, on this \_\_\_ day of \_\_\_, 2006, personally appeared \_\_\_\_\_  
the affiant in the foregoing affidavit, who acknowledged the signing thereof to be \_\_\_\_\_ voluntary act and deed.

In testimony whereof, I have hereto subscribed my name and affixed my seal on this day and year aforesaid.

\_\_\_\_\_  
Notary City

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the proposer represents and warrants that he has full and complete authority to submit this proposal to the Building Commission, and to enter into a contract if this proposal is accepted.

**RETURN 8 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE: SEALED PROPOSAL FOR SPEC. 06-129**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE      ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE No.      FAX No.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**E-MAIL ADDRESS**

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: **Bid** A Letter of Intent will be listed on the website when a recommendation is received from the Department.

**INSTRUCTIONS TO PROPOSERS**  
**CITY OF LINCOLN, NEBRASKA**  
**PURCHASING DIVISION**

**1. PROPOSAL PROCEDURE**

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

**2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

**3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

**4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

**5. SPECIFICATION CLARIFICATION**

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.

- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt, unless otherwise noted in RFP.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

**6. ADDENDA**

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

**7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

**8. EVALUATION AND AWARD**

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.

8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.

8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.

8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

## **9. INDEMNIFICATION**

9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **10. LAWS**

10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

## **11. AWARD**

11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.

11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.

11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.

11.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.

11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.

11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.

11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.

11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

## **12. LIVING WAGE**

12.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.